



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes:

MNR, MND, MNDC, FF

Introduction

This Dispute Resolution hearing was set to deal with an Application by the landlord for a monetary order for rent owed, utilities, cleaning, repairs and removal of items left.

Despite being served in person with the application and evidence, the tenant did not appear.

Issue(s) to be Decided

Is the landlord entitled to monetary compensation under section 67 of the *Act* for rental arrears and damages or loss?

Background and Evidence

The landlord testified that the tenancy began in March 2010 and ended when the tenant abandoned the unit sometime in mid-May. The rent was \$575.00 per month, plus 1/3 of utilities and a security deposit and "electric credit" of \$319.00 was being held in trust for the tenant. The landlord submitted into evidence a copy of the tenancy agreement, a copy of the completed move-in condition inspection report, written testimony, a copy of a utility bill, copies of photos and a tally of costs and labour for repairs.

The landlord testified that the tenant failed to pay \$575.00 rent owed for each of the months of April and May 2012 for a debt of \$1,150.00 and outstanding utility bill of \$156.00. The landlord testified that the tenant abandoned the property leaving personal items still in the unit, damage to the walls, stove, freezer and blinds, and neglected to clean the unit.

The landlord is claiming 10 hours of cleaning for \$150.00, 4 hours of removal costs of \$80.00, 5 hours for drywall and painting for \$125.00, damage beyond normal wear and tear to the stove and freezer estimated at \$80.00, costs for 3 replacement blinds costing \$120.00.

Analysis

It is important to note that in a claim for damage or loss under the Act, the party claiming the damage or loss bears the burden of proof and the evidence furnished by the applicant must satisfy each component of the test below:

Test For Damage and Loss Claims

1. Proof that the damage or loss exists,
2. Proof that this damage or loss happened solely because of the actions or neglect of the tenant of the Act or agreement
3. Verification of the actual amount required to compensate for the claimed loss or to rectify the damage.
4. Proof the claimant took steps pursuant to section 7(2) of the Act minimize the loss.

In this instance, the burden of proof is on the claimant, that being the landlord, to prove the existence of the damage/loss and that it stemmed directly from a violation of the agreement or a contravention of the Act on the part of the respondent.

With respect to the rent owed in the amount of \$1,150.00, I find that section 26 of the Act states that rent must be paid when it is due, under the tenancy agreement, whether or not the landlord complies with the Act, the regulations or the tenancy agreement. I find that the landlord has proven that the tenant did not pay the rent when it was due and the landlord is entitled to \$1,150.00 rent owed for April and May 2012. I also find that the landlord is entitled to reimbursement of \$156.00 for utilities paid.

In regard to the claim for the cleaning costs and damage to the unit, I find that Section 37 (2) of the Act states that when a tenant vacates a rental unit, the tenant must leave the rental unit reasonably clean, and undamaged except for reasonable wear and tear.

I find it was proven that the rental unit was not left in a reasonably clean condition and the landlord is therefore entitled to \$150.00 for cleaning and \$80.00 for the removal of the tenant's belongings.

With respect to the claimed costs for patching and painting I accept the landlord's testimony that some patching and painting was necessary and find that the landlord is entitled to \$125.00.

With respect to the appliance damage, I find that the damage to both the stove and the freezer exceeded expectations for normal wear and tear and I accept the estimated repair costs of \$80.00 being claimed by the landlord.

With respect to the damaged and missing blinds, I find that the landlord is entitled to the \$120.00 claimed.

Based on the evidence and the testimony, I find that the landlord is entitled to total compensation of \$1,911.00 comprised of \$1,150.00 for rental arrears, \$156.00 for utilities, \$150.00 for cleaning, \$80.00 for removal costs, \$125.00 for drywall and painting, \$80.00 for damage to the stove and freezer \$120.00 for 3 replacement blinds and the \$50.00 cost of this application.

Conclusion

Based on the testimony and evidence I find that the landlord is entitled to retain the tenant's security deposit and utility credit of \$319.00 leaving a balance of \$1,592.00 still owed to the landlord. I hereby grant a monetary order in the amount of \$1,592.00 to the landlord. This order must be served on the landlord and may be enforced in small claims court if necessary.

The remainder of the landlord's application is dismissed without leave.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 23, 2012.

Residential Tenancy Branch